
SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Construction Contract: CC-3645-08/DRR - Tank Aerator Restoration and Modifications

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Award CC-3645-08/DRR - Tank Aerator Restoration and Modifications in the amount of \$168,750.00 to Crom Engineering and Construction Services, Inc. of Gainesville, Florida, to provide for all labor, materials, equipment, and sub-contractors necessary to complete the restoration and modifications of aerator screens, associated hardware, access doors and to apply protective coatings to Lake Hayes WTP Tank 2, Greenwood Lakes WTP Tank 2, Indian Hills WTP Tanks 1 and 2, Heathrow WTP Tanks 1, 2 and 3 and Markham WTP Tank 2.

County-wide

Ray Hooper

BACKGROUND:

CC-3645-08/DRR will provide for all labor, materials, equipment, and sub-contractors necessary to complete the restoration and modifications of aerator screens, associated hardware, access doors and apply protective coating to Lake Hayes WTP Tank 2, Greenwood Lakes WTP Tank 2, Indian Hills WTP Tanks 1 and 2, Heathrow WTP Tanks 1, 2 and 3 and Markham WTP Tank 2.

The project was publicly advertised and the County received one (1) response. The Review Committee, consisting of Robert Dehler, Project Manager II; Hugh Sipes, Engineer; and Brad Stoppel, Engineer; all from the Environmental Services Department reviewed the response. Consideration was given to the bid price, qualifications and experience.

The Review Committee recommends award of the contract to the responsive, responsible bidder, Crom Engineering and Construction Services, Inc., for the total amount of \$168,750.00. The base bid amount was \$152,500.00 and there were two (2) alternate items on the Bid Form, one for Markham WTP Tank 2 and one for Greenwood Lakes WTP Tank 1. Due to budget constraints, the Project Manager decided to include only one of the alternates, Markham WTP Tank 2, in the amount of \$16,250.00. The completion time for this project is three hundred and sixty-five (365) calendar days from the issuance of the Notice to Proceed by the County. The attached backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in the account line for W&S Capitol Projects; Construction in Progress - Water Plant Rehabilitations (Account #087805.560650, CIP #00056601).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-3645-08/DRR - Tank Aerator Restoration and Modifications in the amount of \$168,750.00 to Crom Engineering and Construction Services, Inc. of Gainesville, Florida, to provide for all labor, materials, equipment, and sub-contractors necessary to complete the restoration and modifications of aerator screens, associated hardware, access doors and to apply protective coatings to Lake Hayes WTP Tank 2, Greenwood Lakes WTP Tank 2, Indian Hills WTP Tanks 1 and 2, Heathrow WTP Tanks 1, 2 and 3 and Markham WTP Tank 2.

ATTACHMENTS:

1. CC-3645-08_DRR - Award Agreement (Crom Engineering and Construction Services)
2. CC-3645-08_DRR - Backup Documentation

Additionally Reviewed By:☐ County Attorney Review (Ann Colby)

**CONSTRUCTION SERVICES AGREEMENT
TANK AERATOR RESTORATION AND MODIFICATIONS
(CC-3645-08/DRR)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **CROM ENGINEERING AND CONSTRUCTION SERVICES, INC.**, duly
authorized to conduct business in the State of Florida, whose address
is 6801 SW Archer Road, Gainesville, Florida 32608, hereinafter called
"CONTRACTOR", and **SEMINOLE COUNTY**, a political subdivision of the
State of Florida, whose address is Seminole County Services Building,
1101 East First Street, Sanford, Florida 32771, hereinafter called
"COUNTY". COUNTY and CONTRACTOR, in consideration of the mutual
covenants hereinafter set forth, agree as follows:

W I T N E S S E T H:

SECTION 1. WORK. CONTRACTOR shall complete all Work as
specified or indicated in the Contract Documents, including the Scope
of Services (attached hereto as Exhibit A) and the solicitation
package and all addenda thereto. The Work is generally described as
tank aerator restoration and modifications.

The Project for which the Work under the Contract Documents is a
part is generally described as tank aerator restoration and
modifications.

SECTION 2. ENGINEER.

(a) ENGINEER OF RECORD as named in the Contract Documents shall
mean the Seminole County Engineer.


(b) "CEI" is the Seminole County Engineer or COUNTY's
contracted Consultant for construction, engineering and inspection
("CEI") services. As named in the Contract Documents, "CEI" shall mean

CH2M Hill whose address is 225 E. Robinson Street, Suite 505, Orlando, Florida 32801.

SECTION 3. CONTRACT TIME.

(a) All provisions regarding Contract Time are essential to the performance of this Agreement.

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within three hundred thirty-five (335) calendar days after the date when the Contract Time begins to run as provided in subsection 2.2 of the General Conditions. The Work shall be finally completed, ready for Final Payment in accordance with subsection 14.9 of the General Conditions, within thirty (30) calendar days after the actual date of Substantial Completion.

(c) The parties acknowledge  that the Contract Time provided in this Section includes consideration of adverse weather conditions common to Central Florida including the possibility of hurricanes and tropical storms.


(d) The Contract Time provided in this Section includes thirty (30) days allocated specifically to CONTRACTOR's responsibility for utility coordination or relocation of utilities at or adjacent to the Project site. The thirty (30) days shall be depicted by CONTRACTOR as float time not impacting Controlling Work Items on CONTRACTOR's critical path scheduling. No Contract Time extensions shall be considered related to utility coordination matters including, but not limited to, utility relocations and conflicts unless the utility related time impacts exceed thirty (30) Days impact on Controlling

Items of Work in accordance with the Project Schedule.

(e) In the event that the Work requires phased construction, then multiple points of Substantial Completion may be established in the Supplementary Conditions.

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is ONE HUNDRED SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$168,750.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

(b) CONTRACTOR agrees to accept the Contract Price as full compensation for doing all Work, furnishing all Materials, and performing all Work embraced in  the Contract Documents; for all loss or damage arising out of performance of the Work and from the action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

(c) CONTRACTOR acknowledges that CONTRACTOR studied, considered, and included in CONTRACTOR's Total Bid (original Contract Price) all costs of any nature relating to: (1) performance of the Work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the Contract Documents, including, but

not limited to, the indemnification and no damage for delay provisions of the Contract Documents.

(d) CONTRACTOR acknowledges that performance of the Work will involve significant Work adjacent to, above, and in close proximity to Underground Facilities including utilities which will require the support of active utilities, as well as, the scheduling and sequencing of utility installations and relocations (temporary and permanent) by CONTRACTOR.

(1) In addition to the acknowledgments previously made, CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) specifically considered and relied upon CONTRACTOR's own study of Underground Facilities, utilities in their present, relocated (temporary and permanent) and proposed locations, and conflicts relating to utilities and Underground Facilities.

(2) CONTRACTOR acknowledges that CONTRACTOR's Total Bid (original Contract Price) considered and included all of CONTRACTOR's costs relating to its responsibilities to coordinate and sequence the Work of CONTRACTOR with the work of COUNTY with its own forces, the work of other utility contractors, and the work of others at the Project site.

SECTION 5. PAYMENT PROCEDURES.


(a) Application for Payment. CONTRACTOR shall submit Applications for Payment in accordance with Section 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

(b) *Progress Payments.* COUNTY shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, in accordance with Section 14 of the General Conditions.

(c) *Final Payment.* Upon Final Completion and acceptance of the Work in accordance with subsection 14.9.1 of the General Conditions, COUNTY shall pay the remainder of the Contract Price as provided in subsection 14.9.1.

SECTION 6. ADDITIONAL RETAINAGE FOR FAILURE TO MAINTAIN PROGRESS ON THE WORK.

(a) Retainage under the Contract Documents is held as collateral security to secure completion of the Work.

(b) In the event that CONTRACTOR fails to physically mobilize to the Work site as required by Section 6.19 of the General Conditions, COUNTY may withhold  additional retainage to secure completion of the Work in an amount equal to the product of the number of days after the 31st day following the Date of Commencement of Contract Time and the liquidated damage amount for Substantial Completion set forth in Section 9 of this Agreement. The additional retainage will be withheld from the initial and each subsequent Progress Payment. The additional retainage held under this subsection will be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplementary Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

(c) If CONTRACTOR is behind schedule and it is anticipated by COUNTY that the Work will not be completed within the Contract Time,

COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

SECTION 7. CONTRACTOR'S REPRESENTATIONS. In order to induce COUNTY to enter into this Agreement, CONTRACTOR makes the following representations:




(a) CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and weather; utility locations; all local conditions; Chapter 220, Part 1, "Purchasing Code", Seminole County Code; federal, state, and local laws; and ordinances, rules, policies, and regulations that in any manner may affect cost, progress, or performance of the Work.

(b) CONTRACTOR has studied carefully and considered in its Bid all reports of investigations and tests of subsurface and physical conditions of the site affecting cost, progress, scheduling, or performance of the Work.

(c) CONTRACTOR has studied carefully and considered in its Bid the Plans and Specifications, performed necessary observations and


examinations, and studied the physical conditions at the site related to Underground Facilities, utility installations, conflicts, relocations (temporary and permanent), and all other Underground Facilities and utility related conditions of the Work and site that may affect cost, progress, scheduling, or any aspect of performance of the Work and that its Bid reflects all such conditions. CONTRACTOR, by submitting its Bid and executing this Agreement, acknowledges the constructability of the Work under the Plans and Specifications. CONTRACTOR, by its study, excludes and releases COUNTY from any implied warranties, including but not limited to, the "Spearin Doctrine", and acknowledges that the Plans and Specifications are adequate to perform the Work.

(d) CONTRACTOR has made or caused to be made examinations, investigations, tests, and studies  as it deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

(e) CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

(f) CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.


(g) CONTRACTOR declares and agrees that the approval or acceptance of any part of the Work or Material by COUNTY, ENGINEER, or any agent relating to compliance with the Contract Documents shall not operate as a waiver by COUNTY of strict compliance with the terms and conditions of the Contract Documents.

(h) CONTRACTOR declares and agrees that COUNTY may require him to repair, replace, restore, or make all things comply with the Contract Documents including all Work or Materials which within a period of two (2) years from Acceptance by COUNTY are found to be defective or fail in any way to comply with the Contract Documents. CONTRACTOR acknowledges that the above two (2) year repair, replace, and restoration period is separate from and additional to CONTRACTOR's warranty that the Work has been completed in compliance with the Contract Documents. The two (2)  year repair, replace, and restoration period is not a limitation upon CONTRACTOR's other warranties or Material and Workmanship Bond.

(i) CONTRACTOR's resident Superintendent at the Work site shall be Irvin Rubin, and this Superintendent only shall be utilized by CONTRACTOR unless otherwise approved by COUNTY Project Manager after following the procedure indicated in the General Conditions.

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any

nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

(k) CONTRACTOR acknowledges that the performance of the Work under the Contract Documents fulfills a COUNTY, CONTRACTOR and public purpose. To that end, CONTRACTOR agrees to respond to citizen complaints, related to alleged damage caused by CONTRACTOR's performance of the Work, within ten (10) days of receipt of the complaint from any citizen, ENGINEER, or COUNTY. CONTRACTOR shall utilize the attached "Report of Unsatisfactory Materials and/or Service" form to respond separately to each complaint. When a complaint is brought to CONTRACTOR by a citizen, CONTRACTOR shall identify the citizen and street address in the "Statement of Problem". Responses and action taken by  CONTRACTOR shall specifically identify the problem and specific actions taken. Generic statements such as "addressed the problem" are unacceptable. If CONTRACTOR fails to respond within ten (10) days, COUNTY may take corrective action and deduct the actual costs of corrective action from subsequent Progress Payments or the retainage.

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary

construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

(a) The Contract Documents which comprise the entire agreement between COUNTY and CONTRACTOR are made a part hereof and consist of the following, in order of precedence:

- (1) This Agreement;
- (2) Bid Form, attached hereto as Exhibit B;
- (3) American with Disabilities Act Affidavit, attached hereto as Exhibit C;

(b) As the Project progresses, additional documents shall become part of the Agreement between COUNTY and CONTRACTOR. These documents are:

- (1) Payment Bond; 
- (2) Specifications;
- (3) Technical Specifications Provided in these Contract Documents;
- (4) General Conditions;
- (5) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (6) Notice to Proceed;
- (7) Change Orders;
- (8) Certificate of Substantial Completion;
- (9) Certificate of Final Inspection;
- (10) Certificate of Engineer;
- (11) Certificate of Final Completion;


- (12) Contractor's Release;
- (13) Drawings and Plans;
- (14) Supplemental Agreements;
- (15) Contractor's Waiver of Lien (Partial);
- (16) Contractor's Waiver of Lien (Final and Complete);
- (17) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (18) Consent of Surety to Final Payment;
- (19) Instructions to Bidders; and
- (20) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

(c) There are no Contract Documents other than those listed above in this Section 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations,

costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) per day for each day CONTRACTOR exceeds the Contract Time for Substantial Completion until the Work is Substantially Complete. It is agreed that if this Work is not Finally Completed in accordance with the Contract Documents, CONTRACTOR shall pay COUNTY as liquidated damages for delay, and not as a penalty, one-fourth (1/4) of the rate set forth above.

(b) CONTRACTOR shall pay or reimburse, in addition to the liquidated damages specified herein,  COUNTY's actual damages which may include, but are not limited to, expenses for engineering fees and inspection costs arising from CONTRACTOR's failure in meeting either or both the Substantial Completion and Final Completion dates.

(c) The liquidated damages provided in this Section are intended to apply even if CONTRACTOR is terminated, in default, or if CONTRACTOR has abandoned the Work.


SECTION 10. MISCELLANEOUS.

(a) Terms used in this Agreement which are defined in Section 1 of the General Conditions shall have the meanings indicated in the General Conditions.

(b) No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party

hereto without the written consent of the party sought to be bound, and any such assignment shall be void and of no effect. Specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

(c) COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.


SECTION 11. CONTRACTOR'S SPECIFIC CONSIDERATION. In consideration of CONTRACTOR's indemnity agreements as set out in the Contract Documents, COUNTY specifically agrees to pay CONTRACTOR the sum of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00). CONTRACTOR acknowledges receipt of the specific consideration for CONTRACTOR's indemnification of COUNTY and that the specific consideration is included in the original Contract Price allocated by CONTRACTOR among all pay items, receipt of which is hereby acknowledged.

SECTION 12. NOTICES. Whenever either party desires to give notice unto the other including, but not limited to, Contract Claims, it must be given by written notice, hand delivered, signed and dated for receipt, or be sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place

last specified. The place for giving of notice shall remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services Department
500 W. Lake Mary Boulevard
Sanford, FL 32773

COPIES TO:

CH2M Hill
225 E. Robinson Street, Suite 505
Orlando, FL 32801

For CONTRACTOR:

Crom Engineering and Construction Services, Inc.
6801 SW Archer Road
Gainesville, FL 32608

SECTION 13. CONFLICT OF INTEREST.


(a) CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. (See County Personnel Policy 4.10(F).)

(b) CONTRACTOR hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312 (15), Florida Statutes, as over 5 percent) either directly or indirectly, in the business of CONTRACTOR to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, CONTRACTOR hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other State or Federal agency.

SECTION 14. MATERIAL BREACHES OF AGREEMENT.

(a) The parties recognize that breaches of the Contract Documents may occur and that remedies for those breaches may be pursued under the Contract Documents. The parties further recognize that the safety of the traveling public is of paramount concern. Therefore, the parties agree that any breach of the Contract Documents related to life safety, including but not limited to, the maintenance of traffic requirements of the Contract Documents, shall be considered a breach of the Contract Documents.

(b) Upon a material breach  of the Contract Documents related to life safety as determined by ENGINEER, the ENGINEER shall issue a Stop Work Order suspending the Work or any specific portion of the Work until the conditions are corrected. If the life safety conditions giving rise to the Stop Work Order are not corrected within a reasonable time, as determined by ENGINEER, then the material breach shall entitle COUNTY to terminate this Agreement. The recognition of breaches of the provisions of the Contract Documents related to life safety as material breaches shall not be construed as a limitation on other remedies for breaches or material breaches of the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement. All portions of the Contract Documents have been signed or identified by COUNTY and CONTRACTOR or by ENGINEER on their behalf.

ATTEST:

CROM ENGINEERING & CONSTRUCTION
SERVICES, INC.

, Secretary

By: _____
JEFFERY D. MALPASS, P.E.
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.



Date: _____
As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney
AEC/lpk
9/16/08
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Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Bid Form
- Exhibit C - American with Disabilities Act Affidavit

EXHIBIT A



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SECTION 01 11 00 SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The completed Work will provide Owner with aerator restoration and modifications to seven ground storage tanks.
- B. The Work is divided into the following schedules:
 - 1. Lake Hayes WTP Tank No. 2:
 - a. Remove and replace aerator screen.
 - b. Remove all aerator trays and pipe brackets.
 - c. Replace all corroded hardware (roof bolts, trays bolts and mold stripping screws) with new stainless steel hardware.
 - d. Rehabilitate aerator curb/dome connection.
 - e. Sandblast and paint two coats of approved epoxy paint on the inside of the aerator housing and center pipe.
 - f. Provide a new fiberglass access door.
 - g. Sandblast and gel coat aerator trays.
 - h. Reinstall and level all aerator trays.
 - i. Reinstall pipe brackets with new stainless steel supports.
 - j. Recaulk the interior and exterior of the aerator housing.
 - 2. Greenwood Lakes WTP Tank No. 2:
 - a. Remove and replace aerator screen.
 - b. Remove all aerator trays and pipe brackets.
 - c. Cut out and remove downcomer curbs and patch downcomer edges with a non-shrink cementitious patching material.
 - d. Install new grating over downcomer plugs.
 - e. Inject epoxy into cracks on aerator curb.
 - f. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with new stainless steel hardware.
 - g. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
 - h. Install new Extren brackets to existing V-braces.
 - i. Reinstall pipe brackets with new stainless steel supports.
 - j. Sandblast and gel coat aerator trays.



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- k. Reinstall and level all aerator trays.
- l. Recaulk the interior and exterior of the aerator housing.
- 3. Indian Hills WTP Tank No. 2:
 - a. Remove and replace aerator screen.
 - b. Remove all aerator trays and pipe brackets.
 - c. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
 - d. Place 6 inch by 6-inch fiberglass material on 20 areas on fiberglass curb to cover drilled holes.
 - e. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with new stainless steel hardware.
 - f. Provide new fiberglass access door.
 - g. Reinstall and level aerator trays.
 - h. Reinstall pipe brackets with new stainless steel supports.
 - i. Sandblast and gel coat aerator trays.
 - j. Recaulk the interior and exterior of the aerator housing.
- 4. Indian Hills WTP Tank No. 1:
 - a. Prepare and coat manhole frame and cover with Aquata-Poxy A-7.
 - b. Rescreen two -- 25-inch offset ventilators.
 - c. Rescreen four each #200 precast overflows.
 - d. Restring the liquid level indicator target float.
 - e. Install one 1-3/4-inch stainless steel pipe through the tank wall.
- 5. Heathrow WTP Tank No. 1:
 - a. Remove and replace aerator screen.
 - b. Remove all aerator trays and pipe brackets.
 - c. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with stainless steel hardware.
 - d. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
 - e. Reinstall pipe brackets and level aerator trays.
 - f. Recaulk the interior and exterior of the aerator housing.
 - g. Sandblast and gel coat aerator trays.
 - h. Reinstall pipe brackets with new stainless steel supports.
 - i. Provide a new fiberglass access door.
- 6. Heathrow WTP Tank No. 2:
 - a. Remove and replace aerator screen.
 - b. Remove all aerator trays and pipe brackets.
 - c. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with stainless steel hardware.



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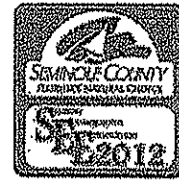
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- d. Cut out and remove old curb glass (fiberglass that connects curb to dome).
 - e. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
 - f. Reinstall and level all aerator trays.
 - g. Sandblast and gel coat aerator trays.
 - h. Reinstall pipe brackets with new stainless steel supports.
 - i. Recaulk the interior and exterior of the aerator housing.
 - j. Provide a new fiberglass access door.
7. Heathrow WTP Tank No. 3:
- a. Remove and replace aerator screen.
 - b. Remove all aerator trays and pipe brackets.
 - c. Sandblast and paint with two coats of approved epoxy paint on the inside of aerator housing and center pipe.
 - d. Reinstall and level all aerator trays.
 - e. Reinstall pipe brackets with new stainless steel supports.
 - f. Sandblast and gel coat aerator trays.
 - g. Replace all corroded hardware (roof bolts, tray bolts and mold stripping screws) with stainless steel hardware.
 - h. Recaulk the interior and exterior of aerator housing.

1.02 MATERIALS AND SERVICES NOT FURNISHED BY THIS CONTRACT
THAT ARE FURNISHED BY OWNER

- A. A continuous supply of potable water with backflow device and meter located within 100 feet of the tank.
- B. One 30A, 110V ac electrical circuit with ground fault protection located within 100 feet of the tank.
- C. Drainage and disposal of the tank's content.
- D. Disinfection and refilling of the tank's content.
- E. Cleaning the interior and exterior of the tank and accessories as required.
- F. Complete the County's lock out and tag out of the tank prior to personnel entering the tank.

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PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

EXHIBIT B

NAME OF BIDDER: Crom Engineering & Construction Services, Inc.

SEMINOLE COUNTY

CC-3645-08/DRR-TANK AERATOR RESTORATION and MODIFICATIONS

BID FORM

BID ITEM NUMBER	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1	Lake Hayes WTP No. 2	1	LS	\$35,500
2	Greenwood Lakes WTP No. 2	1	LS	\$28,750
3	Indian Hills WTP Tank No. 2	1	LS	\$19,850
4	Indian Hills WTP Tank No. 1	1	LS	\$8,850
5	Heathrow WTP Tank No. 1	1	LS	\$17,850
6	Heathrow WTP Tank No. 2	1	LS	\$25,750
7	Heathrow WTP Tank No. 3	1	LS	\$15,950
TOTAL BID PRICE (Items 1 through 7)				\$152,500

Contract award will be based on the total for Items 1 through 7.

The County will decide if it is in its best interest to include one or both of the bid alternatives.

BID ALTERNATIVES

ALT BID NUMBER	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1	Markham WTP Tank No. 2	1	LS	\$16,250
2	Greenwood Lakes WTP Tank No. 1	1	LS	\$19,450

EXHIBIT C

AMERICANS WITH DISABILITIES ACT
AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding COUNTY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 *et seq.* It is understood that in no event shall the COUNTY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the COUNTY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Crom Engineering & Construction Services, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

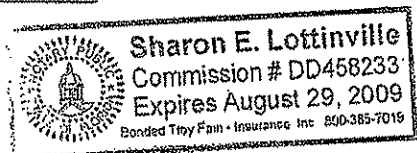
Jeffery D. Malpass, P.E.

President

August 15, 2008

Affix Corporate Seal

STATE OF Florida)
COUNTY OF Alachua) ss



The foregoing instrument was acknowledged before me this 14 day of August, 2008, by Jeffery D Malpass of Crom Engineering & Construction firm), on behalf of the firm. (He/She is personally known to me or has produced Services, Inc N/A identification.

Sharon E Lottinville
Print Name Sharon E Lottinville
Notary Public in and for the County (Alachua)
and State Aforementioned
(FL)
My commission expires: 08-29-2009

B.C.C. - SEMINOLE COUNTY, FL**BID TABULATION SHEET**

BID NUMBER: CC-3645-08/DRR

BID TITLE: Tank Aerator Restoration and Modifications

OPENING DATE: August 20, 2008, 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1

ITEM DESCRIPTION	Response #1			
	Crom Engineering and Construction Services Inc 6801 SW Archer Road Gainesville FL 32608 Jeffery Malpass 352-548-3349 Ph. 352-548-3449 Fx.			
TOTAL AMOUNT OF BID	\$152,500.00			
Bid Bond	Yes			
Trench Safety Act	Yes			
Bidder Information Form	Yes			
Experience of Bidder	Yes			
Non-Collusion Affidavit	Yes			
Certificate of Nonsegregated Facility	Yes			
American w/Disabilities Affidavit	Yes			
Drug Free Work Place	Yes			
W-9	Yes			
Public Entity Crimes form	Yes			
Public Records Law form	Yes			

Open and Tabulated by: D. Reed, CPPB, Sr. Procurement Analyst Posted: August 20, 2008 @ 3:00 pm.
Recommendation of Award: Crom Engineering and Construction Services Inc. Posted: September 22, 2008
Board of County Commissioners Agenda: October 14, 2008